

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Trisha Paravas,

Plaintiff,

–v–

Long Tran,

Defendant.

21-cv-807 (AJN) (KHP)

ORDER

ALISON J. NATHAN, District Judge:

On November 5, 2021, the Court referred Plaintiff’s motion for default judgment against Defendant to Magistrate Judge Katharine H. Parker. Dkt. No. 27. On February 22, 2022, Judge Parker filed a Report & Recommendation recommending that the Court grant Plaintiff’s motion for default judgment against Defendant for her breach of contract and defamation claims. Dkt. No. 33.

When considering the findings and recommendations of a Magistrate Parker, the Court may “accept, reject, or modify [them], in whole or in part.” 28 U.S.C. § 636(b)(1). The Court must make a *de novo* determination of any portions of a magistrate’s report or findings to which a party raises an objection, and reviews only for “clear error on the face of the record” when there are no timely objections to the Report & Recommendation. *Banks v. Comm’r of Soc. Sec.*, No. 19-cv-929 (AJN) (SDA), 2020 WL 2765686, at *1 (S.D.N.Y. May 27, 2020); *see also Brennan v. Colvin*, No. 13-cv-6338 (AJN) (RLE), 2015 WL 1402204, at *1 (S.D.N.Y. Mar. 25, 2015); *Hicks v. Ercole*, No. 09-cv-2531 (AJN), 2015 WL 1266800, at *1 (S.D.N.Y. Mar. 18, 2015); *Gomez v. Brown*, 655 F. Supp. 2d 332, 341 (S.D.N.Y. 2009). Clear error is found only when, upon review of the entire record, the Court is left with “the definite and firm conviction

that a mistake has been committed.” *Laster v. Mancini*, No. 07-cv-8265 (DAB) (MHD), 2013 WL 5405468, at *2 (S.D.N.Y. Sept. 25, 2013) (quoting *United States v. Snow*, 462 F.3d 55, 72 (2d Cir. 2006)).

As of this date, no objections to the Report & Recommendation have been filed, and the deadline for objections has passed. *See* Dkt. No. 33 at 27.¹ Thus, the Court reviews the Report & Recommendation for clear error, and it finds none.

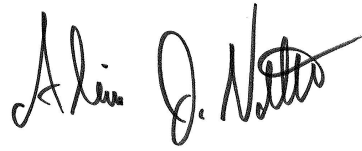
The Court therefore adopts the Report & Recommendation in its entirety and GRANTS Plaintiffs’ motion for default judgment against Defendant on Plaintiff’s breach of contract and defamation claims. The Court orders that Plaintiff is awarded the following: (1) breach of contract damages in the amount of \$685; (2) defamation damages in the amount of \$22,055; (3) court costs in the amount of \$557.98; (4) pre-judgment interest on such damages, at the interest rate of \$1.40 per day from February 14, 2020 through the date of entry of judgment; and (5) post-judgment interest pursuant to 28 U.S.C. § 1961.

This resolves docket number 12. The Clerk of Court is respectfully directed to enter judgment in accordance with the Report & Recommendation and close this case.

SO ORDERED.

¹ After Judge Parker filed the Report & Recommendation, Plaintiff filed what is captioned as a “Reply to Report and Recommendation Regarding Motion for Default Judgment and Request to Permanently Delete Plaintiff’s Medical Records from the Court Records.” Dkt. No. 35. The filing does not object to the Report & Recommendation. Judge Parker will resolve Plaintiff’s request in due course.

Dated: March 10, 2022
New York, New York

A handwritten signature in black ink, appearing to read "Alison J. Nathan", with a long, sweeping horizontal stroke extending to the right.

ALISON J. NATHAN
United States District Judge